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Attorney for Plaintiff

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

RICHARD TISDALE,) No. 2:22-cv-0069 DB
)
Plaintiff,) STIPULATION AND ORDER FOR
) THE AWARD AND PAYMENT OF
v.) ATTORNEY FEES AND EXPENSES
) PURSUANT TO THE EQUAL
KILOLO KIJAKAZI,) ACCESS TO JUSTICE ACT, 28 U.S.C.
Acting Commissioner of Social) § 2412(d), AND COSTS PURSUANT
Security,) TO 28 U.S.C. § 1920
)
Defendant.)
)
)

IT IS HEREBY STIPULATED by and between the parties through their undersigned counsel, subject to the approval of the Court, that RICHARD TISDALE be awarded attorney fees and expenses in the amount of EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$8000.00) under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), and costs in the amount of FOUR HUNDRED TWO DOLLARS AND ZERO CENTS (\$402.00) under 28 U.S.C. § 1920. This amount represents compensation for all legal services rendered on behalf of Plaintiff by counsel in connection with this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

1 After the Court issues an order for EAJA fees to RICHARD TISDALE, the
2 government will consider the matter of RICHARD TISDALE assignment of
3 EAJA fees to Betty Herrera. Pursuant to *Astrue v. Ratliff*, 560 U.S. 586, 598
4 (2010), the ability to honor the assignment will depend on whether the fees are
5 subject to any offset allowed under the United States Department of the
6 Treasury's Offset Program. After the order for EAJA fees is entered, the
7 government will determine whether they are subject to any offset.

8 Fees shall be made payable to RICHARD TISDALE, but if the
9 Department of the Treasury determines that RICHARD TISDALE does not owe
10 a federal debt, then the government shall cause the payment of fees, expenses and
11 costs to be made directly to Betty Herrera, United Disability Lawyers Group,
12 pursuant to the assignment executed by Plaintiff. Any payments made shall be
13 delivered to Betty Herrera.

14 This stipulation constitutes a compromise settlement of Plaintiff's request
15 for EAJA attorney fees, and does not constitute an admission of liability on the
16 part of Defendant under the EAJA or otherwise. Payment of the agreed amount
17 shall constitute a complete release from, and bar to, any and all claims that
18 RICHARD TISDALE and/or Betty Herrera including United Disability Lawyers
19 Group may have relating to EAJA attorney fees in connection with this action.

20 This award is without prejudice to the rights of Betty Herrera and/or
21 United Disability Lawyers Group to seek Social Security Act attorney fees under
22 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.

23
24
25 Dated: June 22, 2023

UNITED DISABILITY

26 By: /s/ Betty Herrera
27 BETTY HERRERA
28 Attorneys for Plaintiff

1
2 Dated: June 22, 2023

PHILLIP A. TALBERT
United States Attorney

3
4 By: s/ Oscar Gonzalez de Llano *
5 OSCAR GONZALEZ DE LLANO
6 * By email authorization on 06/22/2023
7 Special Assistant United States Attorney
8 Attorneys for Defendant

ORDER

9 Pursuant to the parties' stipulation, IT IS HEREBY ORDERED that fees and expenses in
10 the amount of EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$8000.00) as authorized
11 by 28 U.S.C. § 2412, and costs in the amount of \$402.00 as authorized by 28 U.S.C. § 1920, are
12 awarded.

13 DATED: June 28, 2023

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE